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Attorneys for Plaintiff
Athalonz, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ATHALONZ, LLC,

Plaintiff,

v.

UNDER ARMOUR, INC.,

Defendant.

Case No. 3:23-mc-80324-LJC

**STATEMENT OF RECENT DECISION
IN SUPPORT OF MOTION FOR DE
NOVO DETERMINATION OF
DISPOSITIVE MATTER REFERRED
TO MAGISTRATE JUDGE**

Pursuant to Civil Local Rule 7-3(d)(2), Athalonz, LLC respectfully submits this Statement of Recent Decision to alert the Court to a ruling in the underlying case, which is attached as Exhibit A. *See Athalonz, LLC v. Under Armour, Inc.*, No. 2:23-cv-193-JRG, Dkt. 55 (E.D. Tex. April 23, 2024). Chief Judge Gilstrap ordered Under Armour (“UA”) to produce discovery “pertaining to the entire shoe” because the “Asserted Claims are not limited to the design and materials of the sole, but rather cover the entire shoe.” *Id.* at 5-6. UA’s “unilateral limitation on the scope” of discovery to documents describing Mr. Curry and other athletes’ involvement only “in the design of the sole of the accused shoes” was “improper.” *Id.* Judge Gilstrap also ordered UA to produce its contracts with its sponsored athletes, including Mr. Curry, because they “are relevant at least to the issue of damages and the value of the accused technology.” *Id.* at 5.

Dated: April 23, 2024

Respectfully submitted,

REICHMAN JORGENSEN LEHMAN &
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By /s/ Jennifer Estremera

Attorneys for Plaintiff
ATHALONZ, LLC